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Attorneys for Defendant  
 FRONTIER AIRLINES, INC.

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

ANDREA RIDGELL, on behalf of herself and others similarly situated,	) Case No.: 2:18-CV-04916 PA (AFMx)
	)
Plaintiff,	) FRONTIER AIRLINES INC.'S
	) ANSWER TO PLAINTIFF'S FIRST
v.	) AMENDED COMPLAINT
	)
	) Complaint Filed: June 1, 2018
FRONTIER AIRLINES, INC. a	)
Colorado corporation; AIRBUS	)
S.A.S., a foreign corporation doing	)
business in the State of California;	)
AIRBUS GROUP HQ, INC., a	)
corporation doing business in the State	)
of California,	)
	)
Defendants.	)

Frontier Airlines, Inc. (hereinafter "Frontier "), by and through its counsel of record, Clyde & Co US LLP, hereby answers plaintiff's first amended complaint as follows:

**AS TO THE INTRODUCTION**

1. Frontier denies the allegations contained in paragraph 1 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to

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1 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
 2 contained therein to the Court.

3 2. Frontier denies the allegations contained in paragraph 2 of plaintiff's first  
 4 amended complaint on the basis that it lacks knowledge and information sufficient to  
 5 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
 6 contained therein to the Court.

7 3. Frontier denies the allegations contained in paragraph 3 of plaintiff's first  
 8 amended complaint, and respectfully refers all matters of law contained therein to the  
 9 Court.

10 4. Frontier denies the allegations contained in paragraph 4 of plaintiff's first  
 11 amended complaint, and respectfully refers all matters of law contained therein to the  
 12 Court.

13 5. Frontier denies the allegations contained in paragraph 5 of plaintiff's first  
 14 amended complaint on the basis that it lacks knowledge and information sufficient to  
 15 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
 16 contained therein to the Court.

### 17 **AS TO THE PARTIES**

18 6. Frontier denies the allegations contained in paragraph 6 of plaintiff's first  
 19 amended complaint on the basis that it lacks knowledge and information sufficient to  
 20 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
 21 contained therein to the Court.

22 7. Frontier denies the allegations contained in paragraph 7 of plaintiff's first  
 23 amended complaint on the basis that it lacks knowledge and information sufficient to  
 24 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
 25 contained therein to the Court.

26 8. Frontier denies the allegations contained in paragraph 8 of plaintiff's first  
 27 amended complaint on the basis that it lacks knowledge and information sufficient to  
 28 form a belief as to the truth of the allegations, and respectfully refers all matters of law

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1 contained therein to the Court.

2 9. Frontier admits the allegations contained in paragraph 9 of plaintiff's first  
3 amended complaint.

4 **AS TO JURISDICTION AND VENUE**

5 10. Frontier denies the allegations contained in paragraph 10 of plaintiff's  
6 first amended complaint on the basis that it lacks knowledge and information  
7 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
8 matters of law contained therein to the Court.

9 11. Frontier denies the allegations contained in paragraph 11 of plaintiff's  
10 first amended complaint, and respectfully refers all matters of law contained therein to  
11 the Court

12 12. Frontier denies the allegations contained in paragraph 12 of plaintiff's  
13 first amended complaint on the basis that it lacks knowledge and information  
14 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
15 matters of law contained therein to the Court, except that Frontier admits that Frontier  
16 is certified by the United States Department of Transportation to engage in interstate  
17 air transportation and operates flights to and from California.

18 13. Frontier denies the allegations contained in paragraph 13 of plaintiff's  
19 first amended complaint on the basis that it lacks knowledge and information  
20 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
21 matters of law contained therein to the Court, except that Frontier admits that Frontier  
22 is certified by the United States Department of Transportation to engage in interstate  
23 air transportation and operates flights to and from California.

24 14. Frontier denies the allegations contained in paragraph 14 of plaintiff's  
25 first amended complaint, and respectfully refers all matters of law contained therein to  
26 the Court.

27 15. Frontier denies the allegations contained in paragraph 15 of plaintiff's  
28 first amended complaint on the basis that it lacks knowledge and information

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sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except that Frontier admits that Frontier is certified by the United States Department of Transportation to engage in interstate air transportation and operates flights to and from California.

**AS TO "FACTS ABOUT FRONTIER FLIGHT F91630"**

16. Frontier admits the allegations contained in paragraph 16 of plaintiff's first amended complaint.

17. Frontier admits the allegations contained in paragraph 17 of plaintiff's first amended complaint.

18. Frontier denies the allegations contained in paragraph 18 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

19. Frontier denies the allegations contained in paragraph 19 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except that Frontier admits that Frontier is certified by the United States Department of Transportation to engage in interstate air transportation and operates flights to and from California.

20. Frontier denies the allegations contained in paragraph 20 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

21. Frontier denies the allegations contained in paragraph 21 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

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22. Frontier denies the allegations contained in paragraph 22 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

23. Frontier denies the allegations contained in paragraph 23 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

24. Frontier denies the allegations contained in paragraph 24 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

25. Frontier denies the allegations contained in paragraph 25 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

26. Frontier denies the allegations contained in paragraph 26 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that the flight was diverted to Phoenix, Arizona.

27. Frontier denies the allegations contained in paragraph 27 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

28. Frontier denies the allegations contained in paragraph 28 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

29. Frontier denies the allegations contained in paragraph 29 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

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30. Frontier denies the allegations contained in paragraph 30 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

31. Frontier denies the allegations contained in paragraph 31 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations.

32. Frontier denies the allegations contained in paragraph 32 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations.

33. Frontier denies the allegations contained in paragraph 33 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

**AS TO "GENERAL FACTS ABOUT DEFENDANTS'  
 BLEED AIR SYSTEM"**

34. Frontier denies the allegations contained in paragraph 34 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, except Frontier admits that all aircraft operated by Frontier are certified by the Federal Aviation Administration ("FAA") as airworthy and are maintained in accordance with manuals and procedures that are also certified and approved by the FAA.

35. Frontier denies the allegations contained in paragraph 35 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, except Frontier admits that all aircraft operated by Frontier are certified by the FAA as airworthy and are maintained in accordance with manuals and procedures that are also certified and approved by the FAA.

36. Frontier denies the allegations contained in paragraph 36 of plaintiff's first amended complaint on the basis that it lacks knowledge and information

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1 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
2 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
3 maintained in accordance with manuals and procedures that are also certified and  
4 approved by the FAA.

5 37. Frontier denies the allegations contained in paragraph 37 of plaintiff's  
6 first amended complaint on the basis that it lacks knowledge and information  
7 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
8 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
9 maintained in accordance with manuals and procedures that are also certified and  
10 approved by the FAA.

11 38. Frontier denies the allegations contained in paragraph 38 of plaintiff's  
12 first amended complaint on the basis that it lacks knowledge and information  
13 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
14 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
15 maintained in accordance with manuals and procedures that are also certified and  
16 approved by the FAA.

17 39. Frontier denies the allegations contained in paragraph 39 of plaintiff's  
18 first amended complaint on the basis that it lacks knowledge and information  
19 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
20 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
21 maintained in accordance with manuals and procedures that are also certified and  
22 approved by the FAA.

23 **AS TO "FACTS ABOUT 'FUME' EVENTS"**

24 40. Frontier denies the allegations contained in paragraph 40 of plaintiff's  
25 first amended complaint on the basis that it lacks knowledge and information  
26 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
27 matters of law contained therein to the Court.

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1           41. Frontier denies the allegations contained in paragraph 41 of plaintiff's  
2 first amended complaint on the basis that it lacks knowledge and information  
3 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
4 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
5 maintained in accordance with manuals and procedures that are also certified and  
6 approved by the FAA.

7           42. Frontier denies the allegations contained in paragraph 42 of plaintiff's  
8 first amended complaint on the basis that it lacks knowledge and information  
9 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
10 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
11 maintained in accordance with manuals and procedures that are also certified and  
12 approved by the FAA.

13           43. Frontier denies the allegations contained in paragraph 43 of plaintiff's  
14 first amended complaint on the basis that it lacks knowledge and information  
15 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
16 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
17 maintained in accordance with manuals and procedures that are also certified and  
18 approved by the FAA.

19           44. Frontier denies the allegations contained in paragraph 44 of plaintiff's  
20 first amended complaint on the basis that it lacks knowledge and information  
21 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
22 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
23 maintained in accordance with manuals and procedures that are also certified and  
24 approved by the FAA.

25           45. Frontier denies the allegations contained in paragraph 45 of plaintiff's  
26 first amended complaint on the basis that it lacks knowledge and information  
27 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
28 all aircraft operated by Frontier are certified by the FAA as airworthy and are



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1 maintained in accordance with manuals and procedures that are also certified and  
2 approved by the FAA.

3 46. Frontier denies the allegations contained in paragraph 46 of plaintiff's  
4 first amended complaint on the basis that it lacks knowledge and information  
5 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
6 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
7 maintained in accordance with manuals and procedures that are also certified and  
8 approved by the FAA.

9 47. Frontier denies the allegations contained in paragraph 47 of plaintiff's  
10 first amended complaint on the basis that it lacks knowledge and information  
11 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
12 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
13 maintained in accordance with manuals and procedures that are also certified and  
14 approved by the FAA.

15 48. Frontier denies the allegations contained in paragraph 48 of plaintiff's  
16 first amended complaint on the basis that it lacks knowledge and information  
17 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
18 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
19 maintained in accordance with manuals and procedures that are also certified and  
20 approved by the FAA.

21 49. Frontier denies the allegations contained in paragraph 49 of plaintiff's  
22 first amended complaint on the basis that it lacks knowledge and information  
23 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
24 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
25 maintained in accordance with manuals and procedures that are also certified and  
26 approved by the FAA.

27 50. Frontier denies the allegations contained in paragraph 50 of plaintiff's  
28 first amended complaint on the basis that it lacks knowledge and information

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1 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
2 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
3 maintained in accordance with manuals and procedures that are also certified and  
4 approved by the FAA.

5 51. Frontier denies the allegations contained in paragraph 51 of plaintiff's  
6 first amended complaint on the basis that it lacks knowledge and information  
7 sufficient to form a belief as to the truth of the allegations, except Frontier admits that  
8 all aircraft operated by Frontier are certified by the FAA as airworthy and are  
9 maintained in accordance with manuals and procedures that are also certified and  
10 approved by the FAA.

11 52. Frontier denies the allegations contained in paragraph 52 of plaintiff's  
12 first amended complaint on the basis that it lacks knowledge and information  
13 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
14 matters of law contained therein to the Court.

15 **AS TO "'FUME' EVENTS ARE COMMON ON DEFENDANT'S AIRCRAFTS"**

16 53. Frontier denies the allegations contained in paragraph 53 of plaintiff's  
17 first amended complaint, and respectfully refers all matters of law contained therein to  
18 the Court.

19 54. Frontier denies the allegations contained in paragraph 54 of plaintiff's  
20 first amended complaint on the basis that it lacks knowledge and information  
21 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
22 matters of law contained therein to the Court, except Frontier admits that if the flight  
23 crew suspects that an odor, fume or smoke poses a risk to the safety of flight, the  
24 flight can be diverted to a closer airport.

25 55. Frontier denies the allegations contained in paragraph 55 of plaintiff's  
26 first amended complaint on the basis that it lacks knowledge and information  
27 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
28 matters of law contained therein to the Court, except Frontier admits that if the flight

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1 crew suspects that an odor, fume or smoke poses a risk to the safety of flight, the  
 2 flight can be diverted to a closer airport.

3 56. Frontier denies the allegations contained in paragraph 56 of plaintiff's  
 4 first amended complaint on the basis that it lacks knowledge and information  
 5 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
 6 matters of law contained therein to the Court, except Frontier admits that if the flight  
 7 crew suspects that an odor, fume or smoke poses a risk to the safety of flight, the  
 8 flight can be diverted to a closer airport.

9 57. Frontier denies the allegations contained in paragraph 57 of plaintiff's  
 10 first amended complaint on the basis that it lacks knowledge and information  
 11 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
 12 matters of law contained therein to the Court, except Frontier admits that if the flight  
 13 crew suspects that an odor, fume or smoke poses a risk to the safety of flight, the  
 14 flight can be diverted to a closer airport.

15 58. Frontier denies the allegations contained in paragraph 58 of plaintiff's  
 16 first amended complaint, and respectfully refers all matters of law contained therein to  
 17 the Court.

18 **AS TO "DEFENDANTS HAVE KNOWN OF THE DANGERS OF FUME**  
 19 **EVENTS AND BLEED AIR FOR YEARS"**

20 59. Frontier denies the allegations contained in paragraph 59 of plaintiff's  
 21 first amended complaint on the basis that it lacks knowledge and information  
 22 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
 23 matters of law contained therein to the Court.

24 60. Frontier denies the allegations contained in paragraph 60 of plaintiff's  
 25 first amended complaint on the basis that it lacks knowledge and information  
 26 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
 27 matters of law contained therein to the Court.

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1           61. Frontier denies the allegations contained in paragraph 61 of plaintiff's  
2 first amended complaint on the basis that it lacks knowledge and information  
3 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
4 matters of law contained therein to the Court.

5           62. Frontier denies the allegations contained in paragraph 62 of plaintiff's  
6 first amended complaint on the basis that it lacks knowledge and information  
7 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
8 matters of law contained therein to the Court.

9           63. Frontier denies the allegations contained in paragraph 63 of plaintiff's  
10 first amended complaint, and respectfully refers all matters of law contained therein to  
11 the Court.

12           64. Frontier denies the allegations contained in paragraph 64 of plaintiff's  
13 first amended complaint, and respectfully refers all matters of law contained therein to  
14 the Court.

15           65. Frontier denies the allegations contained in paragraph 65 of plaintiff's  
16 first amended complaint, and respectfully refers all matters of law contained therein to  
17 the Court.

18           66. Frontier denies the allegations contained in paragraph 66 of plaintiff's  
19 first amended complaint, and respectfully refers all matters of law contained therein to  
20 the Court.

21           67. Frontier denies the allegations contained in paragraph 67 of plaintiff's  
22 first amended complaint, and respectfully refers all matters of law contained therein to  
23 the Court.

24           68. Frontier denies the allegations contained in paragraph 68 of plaintiff's  
25 first amended complaint, and respectfully refers all matters of law contained therein to  
26 the Court.

27           69. Frontier denies the allegations contained in paragraph 69 of plaintiff's  
28 first amended complaint, and respectfully refers all matters of law contained therein to

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1 the Court, except Frontier admits that Frontier operates and maintains its aircraft in  
2 accordance with FAA requirements.

3 70. Frontier denies the allegations contained in paragraph 70 of plaintiff's  
4 first amended complaint on the basis that it lacks knowledge and information  
5 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
6 matters of law contained therein to the Court.

7 71. Frontier denies the allegations contained in paragraph 71 of plaintiff's  
8 first amended complaint on the basis that it lacks knowledge and information  
9 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
10 matters of law contained therein to the Court, except Frontier admits that Frontier is  
11 required to operate and maintain its aircraft in accordance with FAA requirements and  
12 applicable law.

13 72. Frontier denies the allegations contained in paragraph 72 of plaintiff's  
14 first amended complaint on the basis that it lacks knowledge and information  
15 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
16 matters of law contained therein to the Court, except Frontier admits that Frontier is  
17 required to operate and maintain its aircraft in accordance with FAA requirements and  
18 applicable law.

19 73. Frontier denies the allegations contained in paragraph 73 of plaintiff's  
20 first amended complaint on the basis that it lacks knowledge and information  
21 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
22 matters of law contained therein to the Court, except Frontier admits that Frontier is  
23 required to operate and maintain its aircraft in accordance with FAA requirements and  
24 applicable law.

25 74. Frontier denies the allegations contained in paragraph 74 of plaintiff's  
26 first amended complaint, and respectfully refers all matters of law contained therein to  
27 the Court.

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**AS TO "THERE EXISTS A BETTER ALTERNATIVE DESIGN  
FOR THE AIRCRAFT"**

75. Frontier denies the allegations contained in paragraph 75 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

76. Frontier denies the allegations contained in paragraph 76 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

77. Frontier denies the allegations contained in paragraph 77 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

78. Frontier denies the allegations contained in paragraph 78 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

79. Frontier denies the allegations contained in paragraph 79 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

80. Frontier denies the allegations contained in paragraph 80 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

81. Frontier denies the allegations contained in paragraph 81 of plaintiff's first amended complaint on the basis that it lacks knowledge and information

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sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

### AS TO CLASS ACTION ALLEGATIONS

82. Frontier denies the allegations contained in paragraph 82 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

83. Frontier denies the allegations contained in paragraph 83 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

84. Frontier denies the allegations contained in paragraph 84 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

85. Frontier denies the allegations contained in paragraph 85 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

86. Frontier denies the allegations contained in paragraph 86 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

87. Frontier denies the allegations contained in paragraph 87 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

88. Frontier denies the allegations contained in paragraph 88 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

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## AS TO COUNT I

89. Frontier denies the allegations contained in paragraph 89 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

90. Frontier denies the allegations contained in paragraph 90 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

91. Frontier denies the allegations contained in paragraph 91 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

92. Frontier denies the allegations contained in paragraph 92 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

## AS TO COUNT II

93. As to the allegations in paragraph 93 of plaintiff's first amended complaint, Frontier repeats and realleges each and every response to the prior allegations in plaintiff's first amended complaint as if fully stated herein.

94. Frontier denies the allegations contained in paragraph 94 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that the FAA has issued regulations and other requirements regarding the cabin environment.

95. Frontier denies the allegations contained in paragraph 95 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that the FAA has issued regulations and other requirements regarding the cabin environment.

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1           96. Frontier denies the allegations contained in paragraph 96 of plaintiff's  
2 first amended complaint on the basis that it lacks knowledge and information  
3 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
4 matters of law contained therein to the Court, except Frontier admits that the FAA has  
5 issued regulations and other requirements regarding the cabin environment.

6           97. Frontier denies the allegations contained in paragraph 97 of plaintiff's  
7 first amended complaint on the basis that it lacks knowledge and information  
8 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
9 matters of law contained therein to the Court, except Frontier admits that the FAA has  
10 issued regulations and other requirements regarding the cabin environment.

11           98. Frontier denies the allegations contained in paragraph 98 of plaintiff's  
12 first amended complaint on the basis that it lacks knowledge and information  
13 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
14 matters of law contained therein to the Court, except Frontier admits that the FAA has  
15 issued regulations and other requirements regarding the cabin environment.

16           99. Frontier denies the allegations contained in paragraph 99 of plaintiff's  
17 first amended complaint, and respectfully refers all matters of law contained therein to  
18 the Court.

19           100. Frontier denies the allegations contained in paragraph 100 of plaintiff's  
20 first amended complaint on the basis that it lacks knowledge and information  
21 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
22 matters of law contained therein to the Court, except Frontier admits that Frontier is  
23 required to operate and maintain its aircraft in accordance with FAA requirements and  
24 applicable law.

25           101. Frontier denies the allegations contained in paragraph 101 of plaintiff's  
26 first amended complaint, and respectfully refers all matters of law contained therein to  
27 the Court.

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102. Frontier denies the allegations contained in paragraph 102 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

### AS TO COUNT III

103. As to the allegations in paragraph 103 of plaintiff's first amended complaint, Frontier repeats and realleges each and every response to the prior allegations in plaintiff's first amended complaint as if fully stated herein.

104. Frontier denies the allegations contained in paragraph 104 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that Frontier is required to operate and maintain its aircraft in accordance with FAA requirements and applicable law.

105. Frontier denies the allegations contained in paragraph 105 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

106. Frontier denies the allegations contained in paragraph 106 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

107. Frontier denies the allegations contained in paragraph 107 of plaintiff's first amended complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that Frontier is required to operate and maintain its aircraft in accordance with FAA requirements and applicable law.

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1           108. Frontier denies the allegations contained in paragraph 108 of plaintiff's  
2 first amended complaint, and respectfully refers all matters of law contained therein to  
3 the Court.

4           109. Frontier denies the allegations contained in paragraph 109 of plaintiff's  
5 first amended complaint, and respectfully refers all matters of law contained therein to  
6 the Court.

7           110. Frontier denies the allegations contained in paragraph 110 of plaintiff's  
8 first amended complaint, and respectfully refers all matters of law contained therein to  
9 the Court.

10                                   **AS TO COUNT IV**

11           111. As to the allegations in paragraph 111 of plaintiff's first amended  
12 complaint, Frontier repeats and realleges each and every response to the prior  
13 allegations in plaintiff's first amended complaint as if fully stated herein.

14           112. Frontier denies the allegations contained in paragraph 112 of plaintiff's  
15 first amended complaint, and respectfully refers all matters of law contained therein to  
16 the Court.

17           113. Frontier denies the allegations contained in paragraph 113 of plaintiff's  
18 first amended complaint, and respectfully refers all matters of law contained therein to  
19 the Court.

20           114. Frontier denies the allegations contained in paragraph 114 of plaintiff's  
21 first amended complaint, and respectfully refers all matters of law contained therein to  
22 the Court.

23           115. Frontier denies the allegations contained in paragraph 115 of plaintiff's  
24 first amended complaint, and respectfully refers all matters of law contained therein to  
25 the Court.

26           116. Frontier denies the allegations contained in paragraph 116 of plaintiff's  
27 first amended complaint, and respectfully refers all matters of law contained therein to  
28 the Court.

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1 117. Frontier denies the allegations contained in paragraph 117 of plaintiff's  
2 first amended complaint, and respectfully refers all matters of law contained therein to  
3 the Court.

4 118. Frontier denies the allegations contained in paragraph 118 of plaintiff's  
5 first amended complaint, and respectfully refers all matters of law contained therein to  
6 the Court.

7 119. Frontier denies the allegations contained in paragraph 119 of plaintiff's  
8 first amended complaint, and respectfully refers all matters of law contained therein to  
9 the Court.

10 **AS TO COUNT V**

11 120. As to the allegations in paragraph 120 of plaintiff's first amended  
12 complaint, Frontier repeats and realleges each and every response to the prior  
13 allegations in plaintiff's first amended complaint as if fully stated herein.

14 121. Frontier denies the allegations contained in paragraph 121 of plaintiff's  
15 first amended complaint on the basis that it lacks knowledge and information  
16 sufficient to form a belief as to the truth of the allegations, and respectfully refers all  
17 matters of law contained therein to the Court.

18 122. Frontier denies the allegations contained in paragraph 122 of plaintiff's  
19 first amended complaint, and respectfully refers all matters of law contained therein to  
20 the Court.

21 123. Frontier denies the allegations contained in paragraph 123 of plaintiff's  
22 first amended complaint, and respectfully refers all matters of law contained therein to  
23 the Court.

24 124. Frontier denies the allegations contained in paragraph 124 of plaintiff's  
25 first amended complaint, and respectfully refers all matters of law contained therein to  
26 the Court.

27 //

28 //

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125. Frontier denies the allegations contained in paragraph 125 of plaintiff's first amended complaint, and respectfully refers all matters of law contained therein to the Court.

**FIRST AFFIRMATIVE DEFENSE  
 TO EACH AND EVERY CAUSE OF ACTION**

126. Plaintiff's first amended complaint is barred because it fails to state a claim against Frontier upon which relief can be granted, as the standards for air carrier operations are governed exclusively by federal law, specifically the Federal Aviation Act of 1958, P.L. 85-726, 72 Stat. 731, formerly codified as 49 U.S.C. Section 1301, *et. seq.*, now recodified and incorporated into 49 U.S.C. Section 40101, *et seq.*, as well as the regulations and tariffs promulgated thereunder.

**SECOND AFFIRMATIVE DEFENSE  
 TO EACH AND EVERY CAUSE OF ACTION**

127. Plaintiff's first amended complaint is barred because plaintiff and/or the proposed classes lack standing and/or capacity to bring this action.

**THIRD AFFIRMATIVE DEFENSE  
 TO EACH AND EVERY CAUSE OF ACTION**

128. Plaintiff's first amended complaint is barred by plaintiff and/or the proposed classes' failure to mitigate their damages, if any.

**FOURTH AFFIRMATIVE DEFENSE  
 TO EACH AND EVERY CAUSE OF ACTION**

129. Plaintiff's first amended complaint is barred because plaintiff and/or the proposed classes knowingly, voluntarily and freely assumed the risk of all activities alleged in the first amended complaint.

**FIFTH AFFIRMATIVE DEFENSE  
 TO EACH AND EVERY CAUSE OF ACTION**

130. Any injuries, damages or loss sustained by plaintiff and/or the proposed classes, if such occurred, were proximately caused and/or contributed to by their own

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1 fault or negligence in that they did not exercise ordinary care on their own behalf and  
 2 acted recklessly or carelessly at the time and place set forth in the first amended  
 3 complaint. Accordingly, their recovery, if any, should be denied or reduced by the  
 4 amount of fault or negligence attributable to their conduct.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **TO EACH AND EVERY CAUSE OF ACTION**

7 131. The liability of Frontier, if any, with respect to plaintiff's and/or the  
 8 proposed classes' alleged damages is limited or excluded in accordance with Frontier's  
 9 conditions of carriage, conditions of contract and/or the provisions of its passenger  
 10 rules and fares tariff.

11 **SEVENTH AFFIRMATIVE DEFENSE**

12 **TO EACH AND EVERY CAUSE OF ACTION**

13 132. The claims in the first amended complaint relate to price, route, or  
 14 service, as set forth in Section 4 of the Airline Deregulation Act of 1978, which added  
 15 former Section 105 of the Federal Aviation Act of 1958, as amended, now codified at  
 16 49 U.S.C. Section 41713(b)(1), and as such are preempted by same.

17 **EIGHTH AFFIRMATIVE DEFENSE**

18 **TO EACH AND EVERY CAUSE OF ACTION**

19 133. The common law claims in the first amended complaint challenge the  
 20 safety and effectiveness of a federally regulated aircraft and are therefore, preempted.

21 **NINTH AFFIRMATIVE DEFENSE**

22 **TO EACH AND EVERY CAUSE OF ACTION**

23 134. The use of state law to contradict or supplement federal aviation  
 24 legislation and the regulations promulgated thereunder would be an unconstitutional  
 25 burden on interstate air commerce.

26 **TENTH AFFIRMATIVE DEFENSE**

27 **TO EACH AND EVERY CAUSE OF ACTION**

28 135. The incident alleged in the first amended complaint, and the damage that



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1 plaintiff alleges she and/or the proposed classes suffered as a result thereof, were due  
 2 to the negligence or other wrongful acts or omissions of persons or entities other than  
 3 Frontier. However, in the event that a finding is made that negligence exists on the  
 4 part of Frontier, which proximately contributed to plaintiff's and/or the proposed  
 5 classes' damages alleged in the first amended complaint, Frontier's liability, if any,  
 6 should be reduced by an amount proportionate to the amount by which the  
 7 comparative fault or negligence of such other persons or entities contributed to the  
 8 happening of the alleged incidents and damages upon which plaintiff and the proposed  
 9 classes seek recovery.

10 **ELEVENTH AFFIRMATIVE DEFENSE**  
 11 **TO EACH AND EVERY CAUSE OF ACTION**

12 136. Plaintiff's and/or the proposed classes' damages, if any, are due to the acts  
 13 or omissions of persons or entities other than Frontier. However, in the event a  
 14 finding is made that liability exists on the part of Frontier, Frontier is entitled to an  
 15 allocation of liability and damages, indemnity and/or contribution from such persons  
 16 or entities in direct proportion to their respective fault.

17 **TWELFTH AFFIRMATIVE DEFENSE**  
 18 **TO EACH AND EVERY CAUSE OF ACTION**

19 137. Because the damages alleged in the first amended complaint were  
 20 proximately caused and contributed to by parties other than Frontier, the provisions of  
 21 Proposition 51, codified at California Civil Code Section 1431.2, are operative and  
 22 Frontier cannot be liable for the non-economic damages, if any, caused by parties  
 23 other than Frontier.

24 **THIRTEENTH AFFIRMATIVE DEFENSE**  
 25 **TO EACH AND EVERY CAUSE OF ACTION**

26 138. The injuries, damages and losses allegedly suffered by plaintiff and/or the  
 27 proposed classes were caused by intervening and superseding causes, and not caused  
 28 by Frontier.

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**FOURTEENTH AFFIRMATIVE DEFENSE**  
**TO EACH AND EVERY CAUSE OF ACTION**

139. Plaintiff's and/or the proposed classes' damages, if any, were caused in whole or in part by the acts or omissions of plaintiff and/or the proposed classes and/or their agents, predecessors in interest, affiliates, contractors, subcontractors and/or employees. Accordingly, the amount of damages recoverable by plaintiff and the proposed classes, if any, must be diminished in direct proportion to their fault thereof.

**FIFTEENTH AFFIRMATIVE DEFENSE**  
**TO EACH AND EVERY CAUSE OF ACTION**

140. Plaintiff's and/or the proposed classes' claims are barred by any and all applicable statutes of limitations and/or statutes of repose.

**SIXTEENTH AFFIRMATIVE DEFENSE**  
**TO EACH AND EVERY CAUSE OF ACTION**

141. Whatever injury, damage or loss that may have been sustained by plaintiff and/or the proposed classes was not proximately caused by any act or omission on the part of Frontier.

**SEVENTEENTH AFFIRMATIVE DEFENSE**  
**TO EACH AND EVERY CAUSE OF ACTION**

142. If plaintiff and/or the proposed classes are entitled to recover damages, which is denied, the amount of any damages should be reduced in whole or in part by the amounts received from any collateral source.

**EIGHTEENTH AFFIRMATIVE DEFENSE**  
**TO EACH AND EVERY CAUSE OF ACTION**

143. The action is barred because plaintiff and/or the proposed classes failed to exercise reasonable and ordinary care to avoid an obvious danger to the extent such a danger existed.

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**NINETEENTH AFFIRMATIVE DEFENSE  
TO EACH AND EVERY CAUSE OF ACTION**

144. Frontier reserves the right to assert any other affirmative defenses that may develop during the litigation of this action.

**TWENTIETH AFFIRMATIVE DEFENSE  
TO EACH AND EVERY CAUSE OF ACTION**

145. Frontier adopts and incorporates by reference any and all other applicable defenses asserted by any other defendants or third-party defendants.

**TWENTY-FIRST AFFIRMATIVE DEFENSE  
TO EACH AND EVERY CAUSE OF ACTION**

146. The proposed classes cannot be certified under Federal Rule of Civil Procedure 23 because, *inter alia*, the proposed classes, class representatives and/or class counsel fail to meet the typicality, commonality, adequacy, superiority and predominance requirements for class actions.

WHEREFORE, Frontier prays for judgment as follows:

1. That plaintiff and the proposed classes take nothing by reason of the first amended complaint and for judgment in favor of Frontier;
2. That Frontier be awarded costs of suit incurred herein; and
3. For such other and further relief as the Court deems necessary, just and proper.

Dated: October 19, 2018

CLYDE & CO US LLP

By: 

KEVIN R. SUTHERLAND  
NATASHA N. MIKHA  
Attorneys for Defendant  
FRONTIER AIRLINES, INC.

**PROOF OF SERVICE**  
**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

I am employed in the County of San Francisco, State of California, I am over the age of eighteen years, and not a party to the within action. My business address is 101 Second Street, 24th Floor, San Francisco, California 94105.

On October 19, 2018, I served the document(s) described as:

**FRONTIER AIRLINES, INC.'S ANSWER TO PLAINTIFF'S FIRST  
 AMENDED COMPLAINT**

on the parties in this action addressed as follows:

SEE ATTACHED SERVICE LIST

in the following manner:

- ☐ **(BY FAX):** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below, or as stated on the attached service list, on this date before 5:00 p.m.
- ☐ **(BY MAIL):** as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.
- ☐ **(BY OVERNIGHT DELIVERY):** I caused such envelope(s) to be delivered to an overnight delivery carrier with delivery fees provided for, addressed to the person(s) on whom it is to be served.
- ☐ **(BY PERSONAL SERVICE):** I caused such envelope(s) to be delivered by hand this date to the offices of the addressee(s).
- ☒ **(BY CM/ECF):** by electronic filing system with the clerk of the Court which will send a Notice of Electronic Filing to all parties with an e-mail address of record, who have filed a Notice of Consent to Electronic Service in this action:

I declare I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 19, 2018, at Los Angeles, California.

  
 Patricia Inabnet

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